

**GRANT AWARD LETTER**  
**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Colorado Department of Natural Resources Department of Natural Resources Executive Director's Office, ("EDO") 1313 Sherman Street, Room 423 Denver, Colorado 80203	<b>Contract Number</b> CMS Number: 163408 Encumbrance Number: CTGG1 2021*2359		
<b>Grantee</b> City and County of Denver 201 West Colfax, Department 1010 Denver, Colorado 80202	<b>Grant Amount</b> Entire Grant term for all applicable fiscal years: \$500,000.00		
<b>Grant Issuance Date</b> The date the State Controller or an authorized delegate signs this Grant Letter			
<b>Grant Expiration Date</b> March 31, 2024	<b>Local Match Amount</b> Entire Grant term for all applicable fiscal years: \$9,500,000.00		
<b>Grant Authority</b>  Authority to enter into this Agreement exists in C.R.S. §24-33-108 , with funding having been made available pursuant to a consent decree approved by the United States District Court for the District Court of Colorado in Civil Action No. 83-C-2386			
<b>Grant Purpose</b> The Grantee shall construct a regional water quality facility on a 20-acre parcel south of the existing Heron Pond.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work and Budget.</li> </ol> In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. The provisions of the main body of this Grant.</li> <li>2. Exhibit A, Statement of Work and Budget</li> </ol>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Principal Representatives</b>            For the State:            Ed Perkins            Colorado Parks and Wildlife Division            Denver Office/Northeast Region            6060 Broadway            Denver, Colorado 80216            Ed.perkins@state.co.us         </td> <td style="width: 50%; vertical-align: top;">           For Grantee:            Cincere Eades            Parks Resiliency Principal Planner            City and County of Denver            201 West Colfax, Department 1010            Denver, Colorado 80202            Cincere.eades@denvergov.org         </td> </tr> </table>		<b>Principal Representatives</b> For the State: Ed Perkins Colorado Parks and Wildlife Division Denver Office/Northeast Region 6060 Broadway Denver, Colorado 80216 Ed.perkins@state.co.us	For Grantee: Cincere Eades Parks Resiliency Principal Planner City and County of Denver 201 West Colfax, Department 1010 Denver, Colorado 80202 Cincere.eades@denvergov.org
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**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>GRANTEE</b> City and County of Denver</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Natural Resources Dan Gibbs, Executive Director</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
<p style="text-align: center;">2nd State or Grantee Signature if Needed</p> <p>_____</p> <p>By: Name &amp; Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p>Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p style="text-align: center;">Effective Date: _____</p>	

## 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- E. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- N. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- O. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally
- P. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- R. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **“SubGrantee”** means third-parties, if any, engaged by Grantee to aid in performance of
- V. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### **5. PAYMENTS TO GRANTEE**

##### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

##### **B. Matching Funds.**

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

##### **C. Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. REPORTING - NOTIFICATION

E. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §7.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

F. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

## 6. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

## **7. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Grantee shall hold and maintain, and cause all SubGrantees to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

### **B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and SubGrantees as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and SubGrantees who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and SubGrantees sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or SubGrantee has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

### **C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

### **D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its SubGrantees will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**8. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration.

**9. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any SubGrantees maintain all insurance customary for the completion of the Work done by that SubGrantee and as required by the State or the GIA.

**10. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

**11. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**12. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

**13. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**



Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any SubGrantees or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

#### **14. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

#### **15. GENERAL PROVISIONS**

##### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

##### **B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

##### **C. Entire Understanding**

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

##### **D. Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

##### **E. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

## **Scope of Work and Budget**

### **Heron Pond Water Quality & Habitat Improvements**

#### **PROJECT BACKGROUND**

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Denver Parks and Recreation (Denver Parks), in partnership with the Department of Transportation and Infrastructure (DOTI), will construct a regional water quality facility on a 20-acre parcel south of the existing Heron Pond. Denver Parks will seamlessly integrate the water quality basin into the larger Carpio-Sanguinette Park & Open Space redesign. The park project encompasses the entire 80-acre park area, which includes the 20-acre parcel for the water quality basin. The goal is to create a destination natural area with high quality upland and aquatic habitat, walking trails, nature overlooks, environmental education nodes, and sitting areas for bird viewing.

The project will result in both environmental and community benefits. Restoration of riparian communities and native upland landscapes will improve habitat and provide new opportunities for the community to learn about wildlife in an urban setting. This project expands and diversifies a regional-scale park and open space area along the South Platte River. It will connect wildlife corridors numerous wildlife and bird species while also serving an important water quality improvement function. It is the goal of this project that this multi-purpose design serves as a model for future regional water quality basins in Denver and throughout the region.

#### **SITE DESCRIPTION**

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The habitat improvement project is located within the Carpio-Sanguinette Park & Open Space. The park area is comprised of 4 contiguous parcels – the Heller property to the northwest, Heron Pond Natural Area to the northeast, Carpio-Sanguinette Park (formerly Northside Park) to the southeast and the 20-acre city-owned property to the southwest. The total land area for all parcels equals 80-acres. The project is located within the Globeville neighborhood. The South Platte River runs along the eastern boundary of the park. The landscape typology for the park is non-native herbaceous, bluegrass lawn, riparian and wetland.

#### **SCOPE OF WORK**

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##### **TASK 1 – Site Preparation**

Description of Task – Contractor mobilization

- Mobilization of equipment, materials and personnel
- Construction surveying
- Traffic control and bike trail detours
- Tree protection and construction fencing
- Demolition of existing site features including, asphalt pavement, concrete pavement, chain link fence, pipes, etc.

##### **TASK 2 – Stormwater Erosion Control**

Description of Task – Manage soil during construction to eliminate stormwater run-off

- Install inlet protection
- Install sediment control logs and vehicle tracking control

**TASK 3 – Earthwork**

Description of Task – Perform excavation and removal of material from site

- Clearing and grubbing
- Topsoil - excavate, stockpile, replace
- Earthwork - excavation and disposal to the Denver-Arapahoe Disposal Site (DADS)

**TASK 4 – Seeding & Planting**

Description of Task – Install native upland and riparian vegetation

- Landscape mobilization
- Soil preparation and fine grading
- Upland and riparian seeding
- Hydro-mulching
- Install wetland plugs
- Install trees and shrubs

**TASK 5 – Landscape Establishment**

Description of Task – Provide vegetation management to reach establishment standards

- Noxious weed control
- Seed areas with bare ground

**SCHEDULE**

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Anticipated schedule is as follows:

Mobilization – May 2021

Construction – June 2021 – September 2022

Vegetation establishment – September 2022 – May 2024

**SITE MAP**



MASTER PLAN BOUNDARY .....

Heron Pond - Budget Form

Source of Funds	Date Secured				NRD Grant Request [A]	Total Project Match [B]	Total Funding (\$) [C]
<b>CASH</b>							
NRD - Foundation Fund	6/30/2017				\$ 500,000.00		\$ 500,000.00
Denver Parks & Recreation	1/1/2019					\$ 3,000,000.00	\$ 3,000,000.00
Denver Parks & Recreation	1/1/2020					\$ 1,500,000.00	\$ 1,500,000.00
Denver Department of Transportation & Inf.	1/1/2019					\$ 3,000,000.00	\$ 3,000,000.00
Denver Department of Transportation & Inf.	1/1/2020					\$ 2,000,000.00	\$ 2,000,000.00
<b>IN-KIND</b>							
							\$ -
							\$ -
							\$ -
							\$ -
<b>TOTAL SOURCES OF FUNDS</b>					<b>\$ 500,000.00</b>	<b>\$ 9,500,000.00</b>	<b>\$ 10,000,000.00</b>

CASH	Quantity/Cost per Unit	Qty	Cost	Total	NRD Funds	Total Project Match (\$)	Total Funding (\$)
<b>Category 1 - Construction</b>							
Demolition and Site Preparation	LS	1	\$ 852,578.00	\$ 852,578.00		\$ 852,578.00	\$ 852,578.00
Earthwork	LS	1	\$ 6,202,009.00	\$ 6,202,009.00		\$ 6,202,009.00	\$ 6,202,009.00
Drainage & Water Quality Features	LS	1	\$ 1,991,939.00	\$ 1,991,939.00		\$ 1,991,393.00	\$ 1,991,393.00
Native Seeding and Planting	LS	1	\$ 233,950.00	\$ 233,950.00	\$ 233,950.00	\$ -	\$ 233,950.00
Irrigation for Establishment	LS	1	\$ 383,350.00	\$ 383,350.00	\$ 133,025.00	\$ 250,325.00	\$ 383,350.00
Vegetation Establishment (2 years)	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 133,025.00	\$ 166,975.00	\$ 300,000.00
<b>Category 2 - Materials/Tools</b>							
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
<b>Category 3 - Miscellaneous</b>							
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
<b>Additional Categories</b>							
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
<b>USE OF FUNDS - CASH SUBTOTAL</b>					<b>\$ 500,000.00</b>	<b>\$ 9,463,280.00</b>	<b>\$ 9,963,280.00</b>
<b>IN-KIND</b>							
IN-KIND	Quantity/Cost per Unit	Qty	Cost	Total			Total Funding (\$)
<b>Category 1 - Contracted Services</b>							
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
<b>Category 2 - Salary/Wages</b>							
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
<b>Category 3 - Materials/Tools</b>							
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
<b>Additional Categories</b>							
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL PROJECT COST</b>					<b>\$ 500,000.00</b>	<b>\$ 9,463,280.00</b>	<b>\$ 9,963,280.00</b>
<b>100% REQUIRED MATCH</b>						<b>\$ 500,000.00</b>	